

A.G. Contract No. KR98 2302TRN
ECS File. JPA 98-179
Project: F-027-1-533
Tracts: 77 NA 388 H 5073 01 C
Section: City of Holbrook

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF HOLBROOK

THIS AGREEMENT is entered into 2 December, 1998
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the City of Holbrook, acting by and through its
Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter
into this agreement and has by resolution, a copy of which is attached hereto and made
part hereof, resolved to enter into this agreement and has delegated to the undersigned the
authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter
into this agreement and has by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas
within the right of way on SR 77 at the following location.

From SR 77 (South Navajo Blvd.) centerline roadway station 1469+77 to
centerline roadway station 1473+52, and from SR 77 (North Navajo Blvd.)
centerline roadway station 1669+60 to centerline roadway station
1677+44, a net distance of approximately 0.22 miles.

NO. 22817
Filed with the Secretary of State
Date Filed: 12/02/98

Betty Bayless
Secretary of State

By Nick V. DiRenzo

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City shall prepare landscape architectural plans for the landscaping and irrigation project and submit them to the State for concurrence.
2. The City shall list on the face sheet of the plans and special provisions the federal project number, tracs number, and title of the project.
3. The City shall be responsible for obtaining environmental clearance, utility clearance and right of way clearance for the project prior to advertising the project for bids.
4. After State concurrence of the plans, the project will be advertised for bids, awarded and construction administered by the City.
5. The City shall invoice the State for the cost of the completed work in a total amount not to exceed \$75,000.00. The City shall be responsible for any claims for extra compensation.
6. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the City's expense.
7. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
8. After construction the City shall maintain the concrete pavers, sidewalks, crosswalks, lighting and electrical systems and tree grates clean, attractive and in good repair.
9. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

10. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007


City of Holbrook
City Manager
Box 70
Holbrook, AZ. 86025

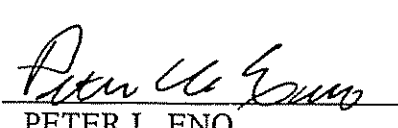
8. Attached hereto is the written determination of each party's legal counsel the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF HOLBROOK

STATE OF ARIZONA
Department of Transportation

By 
CLAUDIA MAESTAS
Mayor

By 
PETER L. ENO
Contract Administrator

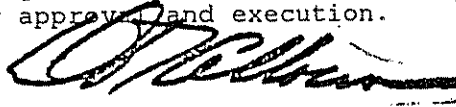
ATTEST

By 
FERN LARSON
City Clerk

RESOLUTION

BE IT RESOLVED on this 5th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Holbrook for the purpose of defining responsibilities for the construction of landscaping improvements to SR-77 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

1 MINUTES OF THE SPECIAL MEETING OF THE
2 HOLBROOK CITY COUNCIL HELD ON OCTOBER 15, 1998
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5 CALL TO ORDER:
6

7 Mayor Maestas called the meeting to order at 5:36 p.m.

8 ROLL CALL:

9 Mayor Claudia Maestas, Vice Mayor Glen Holden, Councilwoman Zelda Gray, and
10 Councilmen David Harmon, Jeff Font, Frankie Maestas, and Spike Simmons.

11 CTY STAFF:

12 City Manager Roy Hunt and City Clerk Fern Larson.

13 APPROVAL OF IGA WITH ADOT FOR NAVAHOPI SQUARE PROJECT:

14 Councilman Simmons moved to approve an intergovernmental agreement with the
15 Arizona Department of Transportation for the NAVAHOPI Square Project. The motion
16 was seconded by Councilman Harmon and carried unanimously.

17 COMMITMENT FOR FUNDING FOR GREAT AMERICAN CAR RACE:

18 Councilman Harmon moved to commit \$2,000 for sponsorship of the Great American
19 Car Race. The motion was seconded by Vice Mayor Holden and carried unanimously.

20 ADJOURNMENT:

21 There being no further business to come before the Council at this time, Mayor
22 Maestas adjourned the meeting at 5.44p.m.

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27



Claudia Maestas, Mayor

APPROVAL OF THE HOLBROOK CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF HOLBROOK and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of October, 1998.


City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

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Direct: (602) 542-8837
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2302TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 18, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/16821

Enc.